

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

RAUL SIANCAS individually and on behalf of all others similarly situated,

Plaintiffs,

v.

Rallye Motors, LLC, Rallye Motors Holding LLC, Rallye Leasing, Inc., Rallye Glen Cove, LLC, Rallye Northern, LLC, Rallye Roslyn, LLC, Rallye Roslyn Holding, LLC, Rallye Westbury, LLC, and Exclusive Detailing, Inc.

Defendants.

**STIPULATION WITHDRAWING  
CERTAIN DEFENSES OF THE  
EXCLUSIVE DEFENDANTS**

2:14-cv-6151

This STIPULATION WITHDRAWING CERTAIN DEFENSES OF THE EXCLUSIVE DEFENDANTS ("Stipulation") is entered into by and between Plaintiffs and Defendants Exclusive Detailing, Inc. ("Exclusive Defendants"), as follows:

WHEREAS, on October 20, 2014, Plaintiffs filed a complaint (the "Complaint") alleging violations of the Fair Labor Standards Act, the New York Labor Law and the supporting New York State Department of Labor Regulations (the "Action"); and

WHEREAS, on February 12, 2015, the Exclusive Defendants filed an Answer to the Complaint (the "Exclusive Answer") asserting certain defenses; and

WHEREAS, on March 6, 2015, Plaintiffs filed a Motion to Strike Affirmative Defenses of the Exclusive Defendants pursuant to Rule 12(f); and

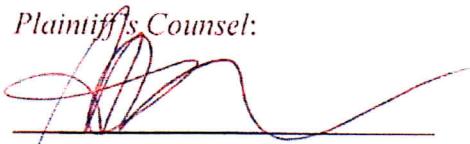
WHEREAS, the Exclusive Defendants maintain that the defenses interposed were proper and agree to withdraw them as described below solely to avoid motion practice.

NOW, THEREFORE, in order to avoid unnecessary motion practice, Plaintiffs and the Exclusive Defendants have agreed to enter into this Stipulation.

IT IS HEREBY STIPULATED AND AGREED as follows:

1. The Exclusive Defendants will withdraw the Second Defense; the Fourth Defense; the Fifth Defense; the Eighth Defense; the Ninth Defense; the Fifteenth Defense; the Seventeenth Defense; the Twenty Sixth Defense; the Twenty Seventh Defense; the Twenty Eighth Defense; the Twenty Ninth Defense; and the Thirty Third Defense asserted in the Exclusive Answer.
2. The Exclusive Defendants will also withdraw the Twenty Second Defense; the Twenty Third Defense; the Eighteenth Defense; the Twenty Fourth Defense; the Thirtieth Defense; the Thirty First Defense; and the Thirty Second Defense;, under the express understanding and agreement that the Exclusive Defendants are not waiving their rights to later assert these Defenses at another point in this Action.
3. The Exclusive Defendants will also withdraw the Sixth Defense; the Seventh Defense; the Eleventh Defense; the Twelfth Defense; the Eighteenth Defense; and the Twentieth Defense, asserted in the Exclusive Answer.
4. The Parties do not intend for this Stipulation to have any preclusive effect or otherwise prevent the Exclusive Defendants from asserting the above noted defenses in matters other than this case.
5. Immediately following the execution of this Stipulation, Plaintiffs will withdraw, with prejudice, its Motion to Strike Affirmative Defenses of the Exclusive Defendants Pursuant to Rule 12(f) (ECF NO.48).

*Plaintiff's Counsel:*



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Dated: March 31, 2015

Dated March 26, 2015